

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

<p>IN RE:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>As representative of</p> <p>THE COMMONWEALTH OF PUERTO RICO, et al.</p> <p>Debtor</p>	<p>PROMESA</p> <p>TITLE III</p> <p>Case No. 17 BK 3283-LTS</p> <p>(Jointly Administered)</p>
<p>IN RE:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>As representative of</p> <p>PUERTO RICO ELECTRIC POWER AUTHORITY,</p> <p>Debtor</p>	<p>PROMESA</p> <p>TITLE III</p> <p>Case No. 17 BK 4780-LTS</p> <p>Court Filing Relates only PREPA: ECF No. 332</p>

MOTION WITHDRAWING LIFT OF STAY MOTION WITHOUT PREJUDICE

TO THE HONORABLE JUDGE:

Now Comes, Windmar Renewable Energy SE (Windmar) represented by
appearing counsel and respectfully alleges and prays:

1. On December 30, 2019, Windmar filed Motion to Lift of Stay (Docket No.
1847).

2. On the Lift of Stay motion, paragraph 3 and 4, page 2, Windmar states:

“3. Windmar is a third party beneficiary of the condemnation case because the condemnation is for PREPA to obtain air rights for electrical lines connecting a renewable energy project, owned by Windmar, to PREPA’s grid in specific compliance with the already signed Power Purchase Operating Agreement, by which PREPA will buy one hundred percent (100%) of the project renewable energy production.

4. Movant Windmar certifies that pursuant to the Tenth Amended Notice, Case Management and Administrative Procedures, it conferred and met with Debtor (PREPA) telephonically, during the required Lift Stay Notice period prior to filing the instant Motion for Relief from Stay, and that said period expired without agreement from Debtor.”

3. In paragraph 3 cited, states Windmar that it held telephone conversation with PREPA’s Counsel in the PROMESA case but did not send a written communication to PREPA’s PROMESA Counsel.

4. In fact PREPA’s attorney in the case stayed in the Puerto Rico Court, PREPA vs. Tropical Fruit, Case No. KEF2013-0019, Attorney Centeno, had requested in writing the Lift of Stay from PREPA’s PROMESA Counsel.

For this reason Windmar, erroneously believed that an additional written notice was not required.

5. In order to fully comply with the applicable Lift of Stay protocol, Windmar voluntarily requests to withdraw the Stay Motion filed, to then send the required written notification letter, and if no agreement is reached then, file a new Lift of Stay Motion.

WHEREFORE, it is respectfully requested that this Honorable Court to authorize the withdrawal of the Lift of Stay motion, without prejudice.

CERTIFICATE OF SERVICE I hereby certify that, on this same date, I filed this document electronically with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to all parties of record and CM/ECF participants in this case and Ana J. Bobonis Zequeira, Esq.; ana@ffclaw.com; Carlos J. Centeno Rossy,

Esq.; [cccentenorossy@aol.com](mailto:ccentenorossy@aol.com); Francisco Rios Rivera; frios@amgprlaw.com; Carlos Tomassini Ramírez, Esq.; tomassinic.legal@gmail.com; Carlos I. Vega Cidraz, Esq.; vegacidraz@prtc.net; Kristina Vivoni Girod, Esq., kvivoni@bde.pr.gov and Katiuska Bolanos; kbolanos@diazvaz.law.

Tropical Fruit, SE
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RESPECTFULLY SUBMITTED this 13th, day of January, 2020, in San Juan, Puerto Rico.

s/FERNANDO E. AGRAIT
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